



## REQUEST FOR PROPOSALS #25-045 For Scrap Tire Facility Operations

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### WAKE COUNTY, NORTH CAROLINA SOLID WASTE MANAGEMENT DIVISION

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Wake County is Requesting Proposals for the operations, hauling and disposal of scrap tires collected at Wake County Solid Waste Management Facilities. The purpose of this document is to specify the County's needs and to solicit responsive proposals from prospective providers.

#### INCLUDE THIS PAGE AS THE FIRST PAGE OF YOUR PROPOSAL RESPONSE

#### THIS PROPOSAL RESPONSE IS SUBMITTED BY:

Full Legal Name of Provider: \_\_\_\_\_

Company Alternate Names: \_\_\_\_\_

\_\_\_\_\_

Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remittance Address (If Different)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fed ID or SS Number: \_\_\_\_\_

Date of Quote: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

(Applicable to Partnership/Corporation)

Print Name: \_\_\_\_\_

#### INDICATE THE TYPE OF BUSINESS:

\_\_\_\_\_ Individual Trading in Own Name

\_\_\_\_\_ Individual Trading Under Trade Name

\_\_\_\_\_ Partnership

\_\_\_\_\_ Corporation

#### CORPORATE SEAL (if applicable):

## GENERAL INFORMATION

Wake County Solid Waste Management Division is requesting proposals from qualified providers to provide services to (1) operate Wake County's two Scrap Tire Disposal Facilities, including all staff and equipment to accept, load and switch-out trailers (2) provide open top trailers for the collection of scrap tires and transport scrap tires to disposal facility, all in an environmentally sound manner and in compliance with all applicable local, state and federal laws.

Providers are requested to submit pricing for the provision of: (1) Operational Service Provider for Wake County's Scrap Tire Facilities and (2) Hauling Services Provider as outlined in the Scope of Services (Attachment A) below. Providers have the option of submitting pricing for one component or for all components of the operations for these facilities as described in this RFP.

## SCOPE OF SERVICES

This Scope of Services sets forth the services the successful Proposer will provide as part of the contract, as follows: (1) Operational Services Provider to operate the North Wake and South Wake Scrap Tire Facilities and (2) Hauling Services Provider to provide open top trailers, hauling and disposal services. These services are outlined and described in detail below.

At the County's discretion, one qualified Provider may be selected to perform all services set forth in this Scope of Services. Alternatively, multiple Providers may be selected to provide these services. If a Provider bids on multiple services, it does so with the understanding it they may be selected to provide either one, or multiple, of the services set forth in this Scope of Services.

In accordance with the Scope of Services, the Operational Services Provider will be required to furnish, maintain, repair, and replace as needed all personnel, labor, maintenance, tools, parts, supplies, and all other items necessary to collect, manage, prepare, and load scrap tires collected at the sites.

In accordance with the Scope of Services, the Hauling Services Provider will be required to furnish, maintain, repair, and replace as needed all personnel, labor, equipment, containers, vehicles, maintenance, tools, parts, supplies, and all other items necessary to store and transport scrap tires that are collected at the sites.

The following table shows the tons of tires collected for the past three fiscal years from the North Wake and South Wake Scrap Tire Facilities and East Wake Multi-Material Recycling Facility (operates Saturday and Sunday only).

	FY 2022 Tons	FY 2023 Tons	FY 2024 Tons
North Wake Scrap Tire Facility	14,496	16,840	18,169
South Wake Scrap Tire Facility	3,072	3,130	3,357
East Wake Multi-Material Recycling Facility	67	54	55

### (1) Scrap Tire Facilities Operational Services

#### 1. Site Locations

- a. North Wake Scrap Tire Facility, 9033 Deponie Drive, Raleigh, NC 27614.

- b. South Wake Scrap Tire Facility, 6160 Old Smithfield Road, Apex, NC 27539.

## 2. Hours of Operation

- a. The North and South Wake Facilities are open Monday – Saturday, 8:00 am to 4:00 pm.
- b. These facilities are closed on New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve (at noon) and Christmas.
- c. The County may alter the hours of operation from time to time to provide for safe operations during inclement weather, unusual or emergency conditions or different holiday schedules.

## 3. Basic Services

- a. Provider shall furnish, maintain, and replace as needed all personnel, labor and equipment to collect, manage, and load scrap tires that are delivered to the County’s Scrap Tire Facilities.
- b. Acceptable residential and commercial scrap tires shall be accepted at all times during the hour of operation. Provider shall not turn away customers with acceptable scrap tires during hours of operation.
- c. Provider shall ensure any customer with more than 5 tires or any commercial retailers, scrap tire collectors, scrap tire processors and/or scrap tire haulers have an accurately completed NC Scrap Tire Certification Form before allowing scrap tires to be unloaded.
- d. Provider shall switch out trailers as needed to ensure that there is capacity for scrap tires during hours of operation.
- e. Provider shall continuously monitor the available disposal capacity at each site and take appropriate action to notify the Hauling Provider for pickups.
- f. Provider shall monitor items offloaded at the facility to ensure that only accepted scrap tires are dropped off.
- g. Provider shall ensure that all Off the Road (OTR) scrap tires are directed to the South Wake Shredding Facility, located at 6160 Old Smithfield Road, Apex, NC 27539. Customers bringing OTR loads to the facility must have an approved OTR Attestation Form from the County and completed NC Scrap Tire Certification Form in order to drop off OTR scrap tires.
- h. Provider staff shall maintain a phone number onsite that can be used to communicate with Wake County and customers. This number shall be answered during regular business hours posted above.
- i. Provider shall be responsible for removing any items illegally dropped outside the facility gate when the facility is closed.
- j. Provider shall be responsible for clearing snow and ice from the entrances, exits, customer unloading areas, and container storage areas of facilities to provide uninterrupted access. Provider shall maintain deicing salts on-site to be applied to the customer unloading areas, should conditions favor icing. If icing conditions are forecasted, provider shall preemptively apply de-icing salts so as to prevent ice formation.
- k. Services may be altered from time to time subject to the mutual agreement of the parties. Upon approval by the County, charges to Services may result in an increase or decrease in the rates charged by the Provider.

## 4. Staffing

- a. Provider shall provide necessary staffing during the hours of operation to ensure each site is run efficiently and effectively.

- b. Provider's staff shall be qualified to perform all the duties, functions and responsibilities required for the services outlined.
- c. Qualifications must include, but not limited to, adequate physical strength and capabilities to perform duties, a valid driver's license, good customer service skills, good written and verbal communication skills, understanding of waste screening procedures, and the ability to operate the equipment used to perform duties.
- d. Provider's staff shall be properly trained and licensed to operate equipment to switch out trailers.
- e. Provider is encouraged to pay full time staff a living wage. The current living wage in Wake County is \$21/hour.
- f. Provider shall designate a qualified manager to oversee all facilities and staff members working at the facilities. The manager shall be the point of contact for problems, concerns, questions, etc. for each site. It will be the manager's responsibility to resolve site issues and provide needed information to Wake County staff.
- g. Provider shall notify Wake County of any staff changes within 48 hours.
- h. Provider's staff shall maintain a visual presence to ensure that scrap tires delivered to the site are placed in the appropriate location and scrap tires are stored securely.
- i. Provider's staff shall wear uniforms provided by the Provider with name visible.
- j. Provider shall maintain documents that show each of its employees' background, qualifications, and training, and shall provide said documents to the County as requested.
- k. Provider shall furnish additional personnel upon request of the County and/or when needed to provide the services outlined in contract.
- l. The County retains the rights to request disciplinary action up to and including removal related to the level and quality of service provided at the facilities by the Provider's staff.

5. Customer Service

- a. Provider's staff shall maintain areas that are accessible by customers clean and free of debris at all times during hours of operation.
- b. Provider's staff shall address customers in a professional and courteous manner.
- c. Provider's staff shall greet customers and direct them to the appropriate area to drop off scrap tires.
- d. Provider's staff shall be available to answer customer questions in a courteous, professional manner.
- e. Provider's staff shall manage vehicular traffic such that both customer safety and site efficiency are maximized.

6. Equipment Requirements

- a. The Operational Services Provider shall provide and maintain the equipment listed in the table below.

Equipment	Quantity	Location
Yard truck or terminal tractor	2	1 at North Wake Scrap Tire Facility
		1 at South Wake Scrap Tire Facility

- b. Provider shall maintain all equipment in a clean and safe condition at all times.
- c. Provider shall not utilize equipment that leaks fluids on site or that may lose material in transport.
- d. Provider will inventory all equipment in the first 10 days of July and January of each year and report such inventory to the County by the end of those months. Inventories may be changed from time to time during any year with 30 days' notice and mutual agreement of the parties.
- e. In the event that the Labor Provider or any other entity damages equipment or facilities at any of the facilities, the Provider shall notify the Wake County Solid Waste Management Division immediately.
  - i. When the damage is caused by a customer or another vendor, the Provider shall notify the County immediately.
  - ii. When damage has been caused by the Operations Provider, the Provider, at its sole expense, shall immediately repair any damage, including but not limited to buildings, trailers, fences, roads, loading and staging or storage areas. If the Provider does not initiate repairs within ten (10) days of notification to the County, the Wake County Solid Waste Management Division will make repairs and bill the Provider. If such damage is likely to halt the operations, the Wake County Solid Waste Management Division shall have the right to immediately repair the damage and bill the Provider.
- f. Damage caused to the County or another vendor's equipment which results from Providers' use that is not according to manufacturer's recommendations and does not follow good industry practice will be the responsibility of the Providers to repair. If repair is not feasible, the Providers shall replace the irreparable equipment with equipment that is the same size, function, and condition as the irreparable equipment was prior to it being damaged.

#### 7. Site Security

- a. Scavenging of any kind, by anyone is prohibited. Staff shall not scavenge or allow others to scavenge at any time and must immediately report all scavenging to their supervisor(s). Provider shall terminate employees that have been confirmed to have scavenged material from County Facilities.
- b. Provider shall maintain the site security at Scrap Tire Facilities and interconnecting structures and perimeter security up to and including fence lines surrounding all sites. Site security shall include, but not be limited to:
  - i. Keeping the perimeter security areas in neat order and maintaining structural integrity. Damage resulting from vandalism to the site fencing or other security features shall be reported to the County immediately.
  - ii. Closing and locking all gates, access points, and doors and windows to buildings and site during non-operation hours.
  - iii. Cooperating with the Wake County's Sheriff's Office, Wake County Fire Department and any other agency that may need access to the Scrap Tire Facilities. Issues involving coordination with these or other entities using the facility shall be referred to the Wake County Solid Waste Division.

#### 8. Regulatory Compliance

- a. Provider shall make its best effort to prevent spills and will contain and clean any spills that may occur.

- b. Provider shall prepare and submit a written report and/or documentation to Wake County of any incident or accident when requested to do so by the County and/or as required by law.
- c. Provider shall secure facility gates outside normal hours of operation.
- d. Provider shall ensure all Provider's staff are properly trained and maintain proper certifications to operate any equipment they operate in providing services under the contract.
- e. Provider shall comply with all local, state, and federal laws regarding the collection, processing, transportation, and disposal of scrap tires collected at the sites.
- f. Provider shall comply with all applicable State of North Carolina permit requirements.
- g. Provider shall comply with all applicable OSHA regulations and requirements, and all applicable fire codes.

#### 9. Meetings

- a. The Operational Services Provider shall meet with Wake County Solid Waste Management Division staff quarterly to discuss operations, or more frequently if operations change, customer complaints increase, or as other factors might dictate. Meetings will be scheduled by the County.

#### 10. Consumer Price Index

- a. The Pricing to be assessed by the Provider for labor shall be valid for the period extending from July 1, 2025, through June 30, 2026.
- b. Consumer Price Index (CPI) Adjustment Factor applies to labor only and shall be applied after year one of the contract, on July 1, 2026, based on a comparison of the average of the monthly CPI for All Urban Consumers values reported for the previous 12-month period.
- c. The maximum increase in any one year is limited to 5 percent.
- d. CPI adjustments will be made in the same fashion in subsequent years of the contract.
- e. No cost adjustment factors shall be applied to unit charges related to equipment rental charges.

#### 11. Supporting Documentation for Invoices

- a. Provider shall include all support documentation with monthly invoices by the 15<sup>th</sup> of each month. Wake County will provide an invoicing template for Provider use. Properly documented and substantiated invoices which are approved will be processed and paid by Wake County within 30 days of receipt.

#### 12. Miscellaneous

- a. Pursuant to § 32.15 of the Wake County Code of Ordinances, "smoking" as defined by G.S. § 130A-492(16), the use of "tobacco products" as defined by G.S. § 14-313(a)(4), and the use of "vapor products" as defined by G.S. § 14-313(a)(5) are prohibited on all Wake County "grounds" as defined by G.S. § 130A-492(6), and within all buildings that are owned by Wake County, leased as lessor by Wake County, or the area leased as lessee by Wake County and occupied by Wake County located on Wake County grounds. The Provider, its agents, employees, and subcontractors shall not smoke or use tobacco products on Wake County Grounds.
- b. Pursuant to § 32.01 of the Wake County Code of Ordinances, all persons are prohibited from displaying any "deadly weapon" as defined by G.S. § 14-269 on all Wake County "grounds" as defined by G.S. § 130A-492(6), and within all buildings that are owned by Wake County, leased as lessor by Wake County, or the area leased as lessee by Wake County and occupied by Wake County located on Wake County Convenience Center grounds. The Provider, its agents, employees,

and subcontractors shall not display deadly weapons on Wake County Grounds. The Provider shall contractually require these terms of any subcontractors.

- c. Providers' personnel may be required to wear face coverings to prevent the spread of the COVID-19 coronavirus, per Federal, State, and local requirements, including requirements issued by Wake County Government for its Providers. Specific requirements may be placed on Attendants and other personnel who will interact with Convenience Center customers, weigh station operators, or others. Providers are expected to stay abreast of, and abide by all Federal, State, and local requirements pertaining to the COVID-19 pandemic (and future pandemics). The County may revise these requirements at any time during this contract.

## (2) Scrap Tire Hauling Services Provider

### 1. Facility Locations

- a. North Wake Scrap Tire Facility, 9033 Deponie Drive, Raleigh, NC 27614.
- b. South Wake Scrap Tire Facility, 6160 Old Smithfield Road, Apex, NC 27539.
- c. East Wake Multi-Material Recycling Facility, 5051 Wendell Boulevard, Wendell 27591.

### 2. Facility Set Up

- a. North Wake: Scrap tires collected at the North Wake Facility are collected at loading wall that accommodates 2 open top trailers at a time. This facility has space to stage 4 switch out open top trailers.
- b. South Wake: Scrap tires collected at the South Wake Facility will be collected in an old transfer station facility bay that can accommodate 1 open top trailer at a time. This facility has space to stage 3 switch out open top trailers.
- c. East Wake: Weekend only operation with one rear loading trailer staged at a loading dock.

### 3. Hours of Operation

- a. The North and South Wake Facilities are open Monday – Saturday, 8:00 am to 4:00 pm.
- b. The East Wake MMRF is open Saturday – Sunday, 8:00 am to 4:00 pm.
- c. Haulers may be provided with access to facilities outside normal hours of operation to switch out trailers.
- d. These facilities are closed on New Year's Day, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve (at noon) and Christmas.
- e. The County may alter the hours of operation from time to time to provide for safe operations during inclement weather, unusual or emergency conditions or different holiday schedules

### 4. Provider Equipment

- a. The Hauling Services Provider shall provide and maintain all the equipment listed in the table below:

Equipment	Quantity	Locations
Open Top Trailer	8	4 at North Wake 4 at South Wake
Rear Load Trailer	1	1 at East Wake

- b. Provider shall not utilize equipment that leaks fluids on site or that may lose material in transport.

- c. Provider will inventory all equipment in the first 10 days of July and January of each year and report such inventory to the County by the end of those months. Inventories may be changed from time to time during any year with 30 days' notice and mutual agreement of the parties.
- d. The Provider shall use equipment and vehicles designed to prevent spillage of solid and liquid waste. Corroded, defective, bent, deformed, or punctured trailers shall not be utilized at any time. Each registered vehicle shall comply with all applicable requirements concerning display of registration numbers. The Provider shall immediately stop using any vehicle, trailer, or container that does not meet NC DOT requirements and replace it with a conforming trailer. Unsuitable vehicles and equipment shall not be stored at any of the Sites. The Provider shall not wash/clean any equipment or vehicles at any of the Sites. Provider shall notify the County if any spills or leaks from Provider's equipment occur, and Provider shall take appropriate action to contain and clean-up spills or leaks.
- e. Provider shall be responsible for providing all required maintenance, repair, and rehabilitation of the listed equipment to ensure that it remains clean, free of defects, safe, in compliance with the County's Solid Waste Ordinance, and in good working order at all times. Broken or malfunctioning equipment shall be repaired or replaced within 24 hours.
- f. The County shall approve all equipment at the beginning of the contract period and shall periodically inspect containers and other equipment for compliance with the requirements outlined herein. If the equipment requirements are not met, Provider shall replace the equipment within 24 hours.
- g. Damage caused to the County or another vendor's equipment which results from Providers' use that is not according to manufacturer's recommendations and does not follow good industry practice will be the responsibility of the Providers to repair. If repair is not feasible, the Providers shall replace the irreparable equipment with equipment that is the same size, function, and condition as the irreparable equipment was prior to it being damaged.

#### 5. Equipment Vehicle Operators

- a. Provider shall provide qualified and trained staff for the transportation of scrap tires from Facility locations to the designated scrap tire facilities.
- b. Each equipment vehicle operator shall at all times carry a valid North Carolina Commercial Driver's License (CDL) for the type of vehicle or equipment that is being operated. Provider must take appropriate action to ensure that vehicle operators abide by all laws, rules, and regulations.

#### 6. Hauling Requirements

- a. Provider shall be registered with the NC DEQ as scrap tire hauler.
- b. Provider shall haul scrap tires to an approved and permitted scrap tire disposal facility
- c. Provider shall haul trailers as needed to ensure that there is sufficient capacity for customers to dispose of scrap tires during all times during the facility's Hours of Operation.
- d. During a switch-out, the Provider shall place an empty trailer in the place of the full trailer, such that there is no interruption in service.
- e. Both the Operational Services Provider and Hauling Services Provider shall monitor the available disposal capacity at each site.
  - i. It is the responsibility of the Operational Services Provider to continuously monitor the capacity of trailers at each site and take appropriate action to notify the Hauling Services



Provider so that there is sufficient capacity for customers to dispose of scrap tires during Hours of Operation.

- ii. It is the responsibility of the Hauling Services Provider to routinely check on the status of trailer capacity by contacting the Operational Services Provider, or by other means deemed effective. Ultimately, it is the Hauling Services Provider's responsibility to take appropriate action (monitor and act) to ensure that there is sufficient capacity for customers to dispose of scrap tires during Hours of Operation.
- f. All scrap tires must be transported off-site as needed in vehicles permitted for such transportation, according to State and Federal regulation by drivers properly trained and licensed to transport scrap tires.

7. Consumer Price Index

- a. The Pricing to be assessed by the Provider for hauling rate in Attachment B shall be valid for the period extending from July 1, 2025, through June 30, 2026.
- b. Consumer Price Index (CPI) Adjustment Factor applies to hauling rate only and shall be applied after year one of the contract, on July 1, 2026, based on a comparison of the average of the monthly CPI for All Urban Consumers Transportation values reported for the previous 12-month period.
- c. The maximum increase in any one year is limited to 5 percent.
- d. CPI adjustments will be made in the same fashion in subsequent years of the contract.
- e. No cost adjustment factors shall be applied to unit charges related to disposal fees.

8. Supporting Documentation for Invoices

- a. Provider shall include all support documentation for all hauls as requested by the County. Tonnage amounts are to be listed for load and as well as copies of all weight tickets. All documentation shall be listed and included in the same monthly invoices. The County will provide an invoicing template for Provider use.
- b. Provider shall submit invoices to the county by the 15<sup>th</sup> of each month for the previous month. Properly documented and substantiated invoices which are approved will be processed and paid by the County within 30 days of receipt.

9. Miscellaneous

- a. Pursuant to § 32.15 of the Wake County Code of Ordinances, "smoking" as defined by G.S. § 130A-492(16), the use of "tobacco products" as defined by G.S. § 14-313(a)(4), and the use of "vapor products" as defined by G.S. § 14-313(a)(5) are prohibited on all Wake County "grounds" as defined by G.S. § 130A-492(6), and within all buildings that are owned by Wake County, leased as lessor by Wake County, or the area leased as lessee by Wake County and occupied by Wake County located on Wake County grounds. The Provider, its agents, employees, and subcontractors shall not smoke or use tobacco products on Wake County Grounds.
- b. Pursuant to § 32.01 of the Wake County Code of Ordinances, all persons are prohibited from displaying any "deadly weapon" as defined by G.S. § 14-269 on all Wake County "grounds" as defined by G.S. § 130A-492(6), and within all buildings that are owned by Wake County, leased as lessor by Wake County, or the area leased as lessee by Wake County and occupied by Wake County located on Wake County Convenience Center grounds. The Provider, its agents, employees,

and subcontractors shall not display deadly weapons on Wake County Grounds. The Provider shall contractually require these terms of any subcontractors.

- c. Providers' personnel may be required to wear face coverings to prevent the spread of the COVID-19 coronavirus, per Federal, State, and local requirements, including requirements issued by Wake County government for its Providers. Specific requirements may be placed on Attendants and other personnel who will interact with Convenience Center customers, weigh station operators, or others. Providers are expected to stay abreast of, and abide by all Federal, State, and local requirements pertaining to the COVID-19 pandemic (and future pandemics). The County may revise these requirements at any time during this contract.

## **PROPOSAL SUBMISSION**

Prospective providers should submit their proposals with the following information and attachments included. Failure to clearly and completely provide all the information requested below, on the forms provided and, in the order, requested, may result in rejection of the proposal as non-responsive. Provider shall submit their proposal in the WC Bonfire System.

1. Corporate Designation Page (see Page 1 of RFP) – please note that company name must registered with the NC Secretary of State.
2. Provider Proposal & Pricing Tables (Attachment A) – not to exceed 25 pages
3. Certificate of Insurance that meet the minimum requirements listed in Sample Contract (Attachment B)

## **SCHEDULE**

The following is an estimated timeline for the RFP:

March 27, 2025	RFP Issued by Wake County
April 4, 2025	Deadline for submission of written questions by 5:00 p.m.
April 11, 2025	Addenda issued – questions answered
April 24, 2025	Proposals due before 3:00 p.m.
June, 2025	Proposal selected and contract process started
July 1, 2025	Provider begins work

## EVALUATION PROCESS

The County will establish a Selection Committee comprised of County employees representing a variety of disciplines. The process for evaluating the proposals and selecting a successful Proposer will involve three stages:

### Stage One: Review Proposals

The initial phase has commenced with the establishment of a Selection Committee. A Request for Proposals is being placed on the County's Bids and Proposals website. Upon receipt of the proposals from Proposers, Selection Committee members may review and select ("short-list") for further consideration those proposals which are responsive and which, taking into consideration price, quality, performance, references, and the time specified in the proposals for the performance of the contract, appear to be most favorable to provide the services sought by this RFP.

### Stage Two: Interviews (if necessary)

Separate interview sessions may be scheduled with the "short-listed" firms to permit Selection Committee members to further evaluate each firm's qualifications and proposal. Promptly after the interviews, the Selection Committee will make their selection and forward written recommendations to the County Manager and Board of Commissioners for approval. If sufficient information is provided with the proposals, the County retains the right to make a selection without interviews.

### Stage Three: Contract

Following the County Manager and Board of Commissioner's approval, the Wake County Solid Waste Management Division will be directed to begin finalizing contract terms and conditions with the selected firm or firms. In the event contract terms and conditions cannot be mutually established, the County Manager will collaborate with the Selection Committee on selection of another firm or firms with which to finalize contract terms and conditions.

## EVALUATION CRITERIA

The following criteria will be the basis on which one or two Providers will be selected:

- Qualifications
- Experience
- References
- Pricing
- Responsiveness

The weighting and order of importance of the above criteria will be established by the selection committee prior to proposal review.

## ATTACHMENTS

- ☐ Attachment A – Provider Proposal & Pricing Tables
- ☐ Attachment B – Sample Wake County Contract

## ATTACHMENT A: PROVIDER PROPOSAL AND PRICING TABLES

All Providers must complete Provider Information, Experience, Proposal Questions and References.

### Provider Information

<i>Provider Name:</i>			
<i>Mailing Address:</i>	<i>City:</i>	<i>ST:</i>	<i>Zip:</i>
<i>Physical Address:</i>	<i>City:</i>	<i>ST:</i>	<i>Zip:</i>
<i>Contact Person:</i>	<i>Title:</i>		
<i>Direct Phone Number:</i>	<i>Email Address:</i>		

### Experience

<i>Number of years in business.</i>	
<i>Number of years of providing waste and/or recycling facility operations.</i>	
<i>Current number of public sector clients using services proposed.</i>	
<i>List any terminated projects or cancelled contracts. Disclose the jurisdiction and explain the reason for termination.</i>	
<i>List any additional environmental permits, licenses, or approvals.</i>	
<i>List any environmental or safety related orders, notices, citations, or violations received in the past three (3) years.</i>	
Legal History for Past Five (5) Years (Information can be submitted in a separate envelope marked "Confidential-Do Not Release Publicly). <i>List any past or pending litigation (initiated by or against Proposer) related to waste or recycling collection, processing, transportation, storage in the past five (5) years.</i>	

## Proposal Questions

1. Provide an overview and history of your company.
2. Describe your total organization, including any parent companies, subsidiaries, affiliates, and other related entities.
3. Describe the key individuals, along with their qualifications, professional certifications and experience that would comprise your organization's team for providing services requested.
4. Describe your organization's capabilities to operate multiple facilities and handle the volume of scrap tires collected by the County while continuing to efficient and effective customer service.
5. Describe your organization's expected level of staffing at each facility based on the volume of scrap tires and your experience with these types of programs.
6. Explain how your organization ensures that on-site personnel are qualified and proficient.
7. Describe how your organization will ensure scrap tires are securely stored and how you will prevent theft from the sites?
8. What steps will your organization take to ensure that the transition for the program runs smoothly?
9. Provide a list of contracts held with other agencies similar in size to Wake County.
10. Discuss how appropriate written records are kept as part of scrap tire management in order that the County may, if upon request, audit those records to ensure that scrap tires were handled, stored, shipped, and disposed of properly.

## References

Provider shall identify at least three references below. References shall be major customers for which the provider has provided similar services during the past two (2) years, with particular emphasis on other government customers. Provision of services to public sector clients are preferred if available.

### Reference 1

<i>Organization Name:</i>			
<i>Address:</i>	<i>City:</i>	<i>ST:</i>	<i>Zip:</i>
<i>Contact Person:</i>		<i>Title:</i>	
<i>Direct Phone Number:</i>	<i>Email Address:</i>		

### Reference 2

<i>Organization Name:</i>			
<i>Address:</i>	<i>City:</i>	<i>ST:</i>	<i>Zip:</i>
<i>Contact Person:</i>		<i>Title:</i>	
<i>Direct Phone Number:</i>	<i>Email Address:</i>		

### Reference 3

<i>Organization Name:</i>			
<i>Address:</i>	<i>City:</i>	<i>ST:</i>	<i>Zip:</i>
<i>Contact Person:</i>		<i>Title:</i>	
<i>Direct Phone Number:</i>	<i>Email Address:</i>		

## Pricing Tables

For each service, please check yes or no based on whether you are providing pricing for the services. If yes, complete the Provider Information, Minimum Qualifications and Pricing Table.

### (1) Scrap Tire Facilities Operational Services Pricing Table

#### Provider Information

Are you bidding on this service?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please complete tables below.		
<i>Provider:</i>		
<i>Contact Person:</i>	<i>Title:</i>	
<i>Direct Phone Number:</i>	<i>Email Address:</i>	

#### Minimum Qualifications

Check the applicable box to signify compliance or non-compliance to each minimum qualification.

Provider has two (2) years of experience providing scrap tire management services reflected in the scope of services.	<input type="checkbox"/> Complies	<input type="checkbox"/> Do Not Comply
Provider employs technically trained personnel with practical experience in scrap tire management services reflected in the scope of services.	<input type="checkbox"/> Complies	<input type="checkbox"/> Do Not Comply
Provider has all the equipment required to meet the scope of services.	<input type="checkbox"/> Complies	<input type="checkbox"/> Do Not Comply
Provider is not currently rendered ineligible from doing business or receiving monetary benefits with a government agency	<input type="checkbox"/> Complies	<input type="checkbox"/> Do Not Comply
Provider can be fully operational to meet contract requirements by July 1, 2025.	<input type="checkbox"/> Complies	<input type="checkbox"/> Do Not Comply
Provider has equipment, processes, financial stability, and personnel to meet service time frame as described herein.	<input type="checkbox"/> Complies	<input type="checkbox"/> Do Not Comply

Provider has all necessary licenses and permits required by local, state, and federal agencies.	<input type="checkbox"/> Complies	<input type="checkbox"/> Do Not Comply
Provide any certification and/or documentation in support of your compliance as attachments that are clearly referenced.		
If you do comply with any of the requirements above, please describe exactly how you will achieve the minimum qualification.		

### Pricing Table

All-inclusive pricing to provide the services outline in the Attachment A: Scope of Services (1) Scrap Tire Facilities Operational Services.

Labor	Hourly Pay <sup>1</sup>	Billable Rate <sup>2</sup>	Units
North Wake Tire Site Attendant			Per hour
South Wake Tire Site Attendant			Per hour
Equipment rental	Monthly Rate		Units
Yard Tractor at North Wake			Per month
Yard Tractor at South Wake			Per month

The Pricing to be assessed by the Provider for labor shall be valid for the period extending from July 1, 2025, through June 30, 2026. Consumer Price Index (CPI) Adjustment Factor applies to labor only and shall be applied after year one of the contract, on July 1, 2026, based on a comparison of the average of the monthly CPI for All Urban Consumers values reported for the previous 12-month period. The maximum increase in any one year is limited to 5 percent. CPI adjustments will be made in the same fashion in subsequent years of the contract. No cost adjustment factors shall be applied to unit charges related to equipment rental charges.

*End of (1) Scrap Tire Facilities Operational Services Pricing Table.*

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<sup>1</sup> Hourly pay is the pay rate per hour that the site attendant is paid by the Provider.

<sup>2</sup> Billable rate is the hourly rate the Provider charges the County and includes all services and work performed.



## (2) Scrap Tire Hauling Services Pricing Table

### Provider Information

Are you bidding on this service?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please complete tables below.		
<i>Provider:</i>		
<i>Scrap Tire Hauling Identification Number (issued by DEQ):</i>		
<i>Contact Person:</i>	<i>Title:</i>	
<i>Direct Phone Number:</i>	<i>Email Address:</i>	

### Minimum Qualifications

Check the applicable box to signify compliance or non-compliance to each minimum qualification.

Provider has two (2) years of experience providing services reflected in the scope of services.	<input type="checkbox"/> Complies	<input type="checkbox"/> Do Not Comply
Provider employs technically trained personnel with practical experience.	<input type="checkbox"/> Complies	<input type="checkbox"/> Do Not Comply
Provider has all the equipment required to meet the scope of services.	<input type="checkbox"/> Complies	<input type="checkbox"/> Do Not Comply
Provider is not currently rendered ineligible from doing business or receiving monetary benefits with a government agency	<input type="checkbox"/> Complies	<input type="checkbox"/> Do Not Comply
Provider can be fully operational to meet contract requirements by July 1, 2025.	<input type="checkbox"/> Complies	<input type="checkbox"/> Do Not Comply
Provider has equipment, processes, financial stability, and personnel to meet service time frame as described herein.	<input type="checkbox"/> Complies	<input type="checkbox"/> Do Not Comply
Provider has all necessary licenses and permits required by local, state, and federal agencies.	<input type="checkbox"/> Complies	<input type="checkbox"/> Do Not Comply
Provide any certification and/or documentation in support of your compliance as attachments that are clearly referenced.		
If you do comply with any of the requirements above, please describe exactly how you will achieve the minimum qualification.		

## Pricing Table

All-inclusive pricing to provide the services outline in the Attachment A: Scope of Services (2) Scrap Tire Hauling Services.

Hauling Services	From	Permitted Scrap Tire Disposal Facility	Haul Rate*	Units
Loaded Open Top Trailer <sup>3</sup>	North Wake Scrap Tire Facility			Per haul
Loaded Open Top Trailer <sup>4</sup>	South Wake Scrap Tire Facility			Per haul
Loaded Trailer Haul <sup>5</sup>	East Wake Multi-Material Recycling Facility			Per haul

Disposal Fees	Permitted Scrap Tire Disposal Facility	Disposal Rate	Units
Scrap Tires			Per ton
Off-the-Road Scrap Tires			Per ton

\*The Pricing to be assessed by the Provider for hauling rate shall be valid for the period extending from July 1, 2025, through June 30, 2026. Consumer Price Index (CPI) Adjustment Factor applies to hauling rate only and shall be applied after year one of the contract, on July 1, 2026, based on a comparison of the average of the monthly CPI for All Urban Consumers Transportation values reported for the previous 12-month period. The maximum increase in any one year is limited to 5 percent. CPI adjustments will be made in the same fashion in subsequent years of the contract. No cost adjustment factors shall be applied to unit charges related to disposal fees.

*End of (2) Scrap Tire Hauling Services Pricing Table.*

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<sup>3</sup> Average loaded trailer at North Wake Facility is 10 tons

<sup>4</sup> Average loaded trailer at South Wake Facility is 9 tons

<sup>5</sup> Average loaded trailer at East Wake Facility is 6 tons

## ATTACHMENT B: SAMPLE CONTRACT

### NORTH CAROLINA WAKE COUNTY

### SERVICES AGREEMENT OVER \$50,000

THIS AGREEMENT, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Wake County, North Carolina (the "County") party of the first part; and \_\_\_\_\_ (the "Provider"), party of the second part.

#### WITNESSETH:

For the purpose and subject to the terms and conditions hereinafter set forth, the County hereby contracts for the services of the Provider, and the Provider agrees to provide the services to the County in accordance with the terms of this Agreement.

#### SERVICES TO BE PROVIDED

The services to be performed by the Provider shall be as follows:

Enter Services provided or add attachment.

Provider shall not sub-contract all or any part of the services provided for in this Agreement without written approval of the County.

#### TERM

The services of the Provider shall begin on \_\_\_\_\_, 20\_\_\_\_, and shall be provided until \_\_\_\_\_, 20\_\_\_\_.

MAXIMUM AMOUNT PAYABLE: \_\_\_\_\_ (\$\_\_\_\_\_)

#### PAYMENT

Provider shall submit an invoice for services provided. The invoice shall contain Provider's name and federal tax identification number and shall be signed and dated by an officer of Provider. It shall detail all services provided in payment requests. The County will make payments to Provider upon receipt of and approval of the invoice by the contracting department.

#### RELATIONSHIP OF PARTIES

Provider is an independent contractor of the County. Provider represents that it has or will secure, at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this Agreement shall be fully qualified and shall be authorized or permitted under state and local law to perform such services. It is further agreed that the Provider will obey all State and Federal statutes, rules and regulations that are applicable to provisions of the services called herein. Neither Provider nor any employee of the Provider shall be deemed an officer, employee, or agent of the County.

#### CANCELLATION

This Agreement may be canceled by Provider upon thirty (30) days' written notice to the County, and the County may terminate this agreement upon thirty (30) days' written notice to Provider.

## INSURANCE REQUIREMENTS

The Provider shall obtain, at its sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification thereof has been received by Wake County's Finance Office. If any required insurance policy expires during the term of this agreement, Provider must provide a certificate of insurance to the Wake County Finance Office as evidence of policy renewal prior to such policy expiration.

Provider signature on this agreement indicates that Provider agrees to the terms of this insurance section and understands that failure to comply may result in cancellation of this agreement at Wake County's option.

Workers' Compensation Insurance, with limits for Coverage A Statutory - for State of North Carolina and Coverage B - Employers Liability \$500,000 each accident/disease each employee/disease policy limit.

Commercial General Liability - with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, including contractual liability.

Commercial Automobile Liability, with limits no less than \$1,000,000 per occurrence for bodily injury and property damage for any vehicle used during performance of contract services, including coverage for owned, hired, and non-owned vehicles. Evidence of commercial automobile coverage is only necessary if vehicles are used in the provision of services under this Agreement.

Professional Liability Insurance, applicable to any professional services provided under this Contract with limits of no less than \$1,000,000 per claim and \$2,000,000 aggregate.

If any coverage is on a claims-made basis, Provider agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement and to purchase and maintain Supplemental Extended Reporting Period or 'tail coverage' with a minimum reporting period of not less than three (3) years if the policy expires or is cancelled or non-renewed. If coverage is replaced, the new policy must include full prior acts coverage or a retroactive date to cover the effective dates of this Agreement. Provider shall provide a Certificate of Insurance annually to Wake County indicating any claims made coverage and respective retroactive date. The duty to provide extended coverage as set forth herein survives the effective dates of this Agreement.

All insurance companies must be authorized to do business in North Carolina and have an AM Best rating of "A-/VII" or better; or have reasonable equivalent financial strength to the satisfaction of the County's Finance Office. Proof of rating shall be provided to the county upon request.

Insurance with limits no less than those specified above shall be evidenced by a Certificate of Insurance issued by a duly authorized representative of the insurer and dated no more than thirty (30) days prior to the start date of the agreement. In the case of self-insurance, a letter of explanation must be provided to and approved by Wake County Risk Management.

The Provider shall be responsible for providing immediate notice of policy cancellation or non-renewal during the term of this Agreement to the Wake County Finance Office and for three years subsequent for any claims made coverage.

If Provider does not meet the insurance requirements specified above, alternate insurance coverage satisfactory to Wake County may be considered. Any requests for consideration of alternate coverage must be presented by Provider PRIOR TO provision of any services associated with this Agreement.

In the event that Provider uses subcontractors to perform any of the services under this Agreement, then and in that event, Provider shall contractually require such subcontractor(s) to meet all of the requirements of this section.

#### INDEMNIFICATION

Provider agrees to defend, indemnify, and hold harmless the County, for all loss, liability, claims or expense (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Provider, except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this section to require Provider to indemnify Wake County to the extent permitted under North Carolina law.

#### NO WAIVER OF SOVEREIGN IMMUNITY

Wake County and the Provider agree that nothing in this Agreement shall be construed to mandate purchase of insurance by Wake County pursuant to N.C.G.S. 153A-435; or to be inconsistent with Wake County's "Resolution Regarding Limited Waiver of Sovereign Immunity" enacted October 6, 2003; or to in any other way waive Wake County's defense of sovereign or governmental immunity from any cause of action alleged or brought against Wake County for any reason if otherwise available as a matter of law.

#### NON-ASSIGNMENT

Provider shall not assign all or any portion of this Agreement, including rights to payments, to any other party without the prior written consent of the County.

#### ENTIRE AGREEMENT

The parties have read this Agreement and agree to be bound by all of its terms, and further agree that it constitutes the complete and exclusive statement of the Agreement between the parties unless and until modified in writing and signed by the parties. Modifications may be evidenced by telefacsimile signatures.

#### NON-APPROPRIATION

Provider recognized that Wake County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are not available and not appropriated to purchase the services specified in this Agreement, then this Agreement shall automatically expire without penalty to Wake County and without the thirty (30) day notice requirement set forth in Section

In the event of a legal change in Wake County's statutory authority, mandate, and mandated functions which adversely affects Wake County's authority to continue its obligations under this Agreement, then this Agreement shall automatically expire without penalty to Wake County and without the thirty (30) day notice requirement set forth in Section VI.

#### GOVERNING LAW

Both parties agree that this Agreement shall be governed by the laws of the State of North Carolina.

#### E-VERIFY REQUIREMENTS

To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contract(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc., attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS 64-26(a)) relating to the E-Verify requirements.

#### IRAN DIVESTMENT

By signing this agreement; accepting this contract/purchase order; or submitting any bid, proposal, etc., Providers and contractors certify that as of the date of execution, receipt, or submission they are not listed on the Final Divestment List created by the NC Office of State Treasurer pursuant to NCGS 147 Article 6E, Iran Divestment Act, Iran Divestment Act Certification. Providers and contractors shall not utilize any subcontractor that is identified on the Final Divestment List. In addition, any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any company/business, etc. that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.

#### ANTI DISCRIMINATION

In consideration of signing this Agreement, the Parties hereby agree not to discriminate in any manner on the basis of race, natural hair or hairstyles, ethnicity, creed, color, sex, pregnancy, marital or familial status, sexual orientation, gender identity or expression, national origin or ancestry, National Guard or veteran status, religious belief or non-belief, age, or disability with reference to the subject matter of this Contract. The Parties agree to comply with the provisions and intent of Wake County Code of Ordinances Title III, Section 34. This anti-discrimination provision shall be binding on the successors and assigns of the Parties with reference to the subject matter of this Contract.

#### WAKE COUNTY, NORTH CAROLINA

By: \_\_\_\_\_  
Wake County Department Head  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Wake County Manager or Designee  
Date: \_\_\_\_\_

#### PROVIDER

By: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Mailing Address

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
FINANCE OFFICER

The person responsible for monitoring the contract performance requirements is

\_\_\_\_\_ Department Head Initials